

In the Matter of the Application of Central)
Missouri Electric Cooperative, Inc. for Approval)
Of Designated Service Boundaries Within) File No. EO-2025-_____
Portions of Pettis County, Missouri)

COMES NOW, Central Missouri Electric Cooperative, Inc., a Missouri Rural Electric Cooperative Corporation ("Cooperative"), by and through its undersigned counsel, and for its Application to the Missouri Public Service Commission ("Commission"), pursuant to Section 386.800.3 RSMo. and the applicable provisions of 20 CSR 4240-20.045, for an order Approving Designated Service Boundaries, respectfully states as follows:

2) **Correspondence and Communication.** Correspondence, communications, orders and decisions in regard to this Application should be directed to:

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Jefferson City, Missouri 65101
(573) 606-4400 (phone)
as@cjaslaw.com

3) **Written Request by Developer.** On August 5, 2025, Cooperative received a notice letter from Joseph Fischer, the managing member of the Prairie Hollow Development Company, LLC, (“PHDC”) which is the owner and developer of the subject property, adjacent to the city of Sedalia, Missouri and subject to an annexation request by (“PHDC”) pursuant to an Irrevocable Consent to Annexation and Utility Services Agreement, which is attached hereto as **Appendix B**. The subject property is known as the “Prairie Hollow Development”. The PHDC is currently a member-owner of the Cooperative. The notice letter put Evergy Missouri West, (“Evergy”) the Cooperative and the City of Sedalia, Missouri on notice that Mr. Fischer, on behalf of PHDC wished to invoke the provisions of Section 386.800. RSMo. and furthermore that PHDC preferred that the Cooperative be the electric provider to future structures on the real property that is the subject of this Application. The notice letter is attached hereto and incorporated herein by reference as **Appendix C**. As required by Section 386.800.2 RSMo., a “majority of the existing developers, landowners, or prospective electric customers in the area proposed to be annexed,” within forty-five days prior to the effective date of the annexation, submitted a written notice, requesting that the Cooperative serve the area to be annexed (Prairie Hollow Development). PHDC is currently receiving electric service from the Cooperative at the Prairie Hollow Development site via an energized meter installed and energized for an anticipated future construction shed or trailer to be located on the subject property once construction activities begin. The entirety of the subject property is solely owned by PHDC. No other electric supplier is currently providing permanent or temporary service to any structure on the subject property. The notice letter was sent via overnight delivery by Mr. Fischer on behalf of PHDC on August 4, 2025 to the City of Sedalia, Missouri, Evergy and the Cooperative. The notice letter was received

by the Cooperative on August 5, 2025. The city of Sedalia, Missouri approved its annexation ordinance, Bill No. 2025-131, Ordinance12311, on July 21, 2025 with an effective date sixty (60) days thereafter. A copy of the annexation ordinance is attached hereto as **Appendix D**.

4) **Other Electric Suppliers.** To Cooperative's knowledge and best belief, there are no other electric suppliers currently serving any structures on the subject property. However, Evergy provides electric service within the city of Sedalia, Missouri. The Cooperative also currently provides electric service to structures within the city of Sedalia, Missouri as a result of previous annexations into areas with then existing service from the Cooperative.

5) **Fee.** Pursuant to Section 386.800.9 RSMo., Cooperative agrees to pay any fee charged by the Commission. In anticipation that an initial filing fee is contemplated, if not specifically required by an existing Commission rule, Applicant notes that 20 CSR 4240-3.130 relating to territorial agreements specifies an initial filing fee of five hundred dollars (\$500). Accordingly, Applicant is submitting \$500 as a filing fee contemporaneously with the filing of this Application.

6) **Service Capability.** Attached as **Appendix E** is a map and accompanying detail showing the Cooperative's existing electric service facilities with adequate and necessary service capability located less than one mile from the boundaries of the area proposed to be annexed, as required by Section 386.800.2 RSMo.

7) **Good Faith Negotiations.** After receiving the PHDC's notice letter (**Appendix C**), Cooperative engaged in good faith negotiations, pursuant to Section 386.800.2, to attempt to negotiate a territorial agreement pursuant to Section 394.312 RSMo., with Evergy.

8) **Factors Considered During Negotiations.** During the good faith negotiations between Cooperative and Evergy, the following seven factors, required by Section 386.800.2 RSMo., were considered:

- a) The preference of landowners and prospective electric customers;

- b) The rates, terms, and conditions of service of the electric service suppliers;
- c) The economic impact on the electric service suppliers;
- d) Each electric service supplier's operational ability to serve all or portions of the annexed area within three years of the date the annexation becomes effective;
- e) Avoiding the wasteful duplication of electric facilities;
- f) Minimizing unnecessary encumbrances on the property and landscape within the area to be annexed; and
- g) Preventing the waste of materials and natural resources.

9) **Forty-Five Days.** Section 386.800.3 RSMo., prescribes a forty-five (45) day time period in which Cooperative and Evergy had to negotiate a territorial agreement, after which either electric service supplier may file an application with the Commission for an order determining which electric service supplier should serve the area to be annexed. Cooperative and Evergy were unable to negotiate and agree upon a territorial agreement regarding the subject property. Accordingly, Cooperative is filing this Application.

10) **Rules and Regulations.** Pursuant to Section 386.800.3 RSMo., this Application shall be made pursuant to the rules and regulations of the Commission governing applications for certificates of public convenience and necessity, which tracks the familiar statutory language found in Section 394.312.4 RSMo., respecting the filing requirements for Commission review of territorial agreements. As a courtesy, and consistent with Section 394.312.4, Applicant is serving a copy of this Application on Evergy.

11) **Name and Address of All Residents and Landowners.** As required by 20 CSR 4240-20.045, there are no residents of the subject property and the name and address of the landowner is: Prairie Hollow Development Company, LLC, attention: Joseph Fischer, Managing Member and registered agent, LLC with an address of 27701 Hackberry Drive, Sedalia, Missouri 65301.

12) **Legal Description of the Subject Property.** The legal description of the Prairie Hollow Development is attached hereto and incorporated herein by reference as **Appendix F.**

13) **Maps of the Proposed Service Area.** See the several maps of the proposed service area attached hereto and incorporated hereby reference as **Appendix G.**

14) **Franchise.** As contemplated within Section 386.800.10(2) RSMo., the city of Sedalia Missouri on June 6, 2022, approved a franchise agreement allowing Cooperative to operate within its corporate limits. See **Appendix H.**

15) **Confidential Feasibility Study.** Pursuant to Section 386.800.3 RSMo., this Application shall be made pursuant to the rules and regulations of the Commission governing applications for certificates of public convenience and necessity. So as to be in compliance with 20 CSR 4240-20.045 Applicant has prepared the attached **Appendix I: Confidential Feasibility Study.**

Appendix I contains plans and specifications for the utility system, plans for financing, proposed rates and charges and an estimate of the number of customers, revenues and expenses during the first three years and beyond of operation. **Appendix I** is Confidential pursuant to 20 CSR 4240-2.135(2) as it contains customer specific information, marketing analysis or other market-specific information relating to services offered in competition with others and information relating to goods or services purchased or acquired for use in providing service to customers, contains work product produced by internal consultants and concerns trade secrets as defined in Section 417.453, RSMo.

16) **Public Interest.** This Application, if approved by the Commission, is not detrimental to the public interest as it is consistent with the preference of the sole landowner for electric service from the Cooperative for the subject property and also the factors specified in Section 386.800.2(1)-(7):

1) **The preference of landowners and prospective electric customers:** the sole owner

of the subject property has stated its preference for electric service to be provided, post-annexation, from the Cooperative. See **Appendix C**.

2) The rates, terms, and conditions of service of the electric service suppliers: The present extension policies of the Cooperative present a significant cost-savings to the subject property owner. The Cooperative's line extension policies include conduit installation not included in the offer provided to the PHDC by Evergy. This results in PHDC estimated cost savings of conduit for Phases I, II, V, and VI at \$84,468 and approximately double that amount for the remaining balance of the project.

A study was completed to evaluate economic impact to future Prairie Hollow development electric consumers with Cooperative electric service versus Evergy electric service. Cooperative and Evergy rates were applied to historical actual electric usage from a random sample of existing residences currently served by Cooperative in southwest Sedalia at a subdivision near the planned Prairie Hollow development tract. Basis and results of the study were summarized in a brief report. The report is attached hereto as **Appendix J**. The report shows that a typical residential consumer using, on average 1,470 kWh per month, will spend approximately 2.2% more, annually, with the Cooperative's service. Of important note, any remaining Cooperative margins are set aside at the end of each year and paid out to its consumer/member/owners. Taking into account this pay out of margins results in the Cooperative's consumer/member/owners, seeing a final cost savings of 4.8% annually, versus being served by Evergy.

3) The economic impact on the electric service suppliers: As a consumer/member-owned electric cooperative, addition of new members provides improved sharing of common capital, administrative, and maintenance costs. Cooperative has compiled a Feasibility Study to determine the impacts of the service to the Prairie Hollow development. Results of the Feasibility Study show that with the Cooperative's approximately 11,500 meters and meter density of 4.7 meters per mile, the approximate additional 130 meters in this development would have a significant positive impact to the Cooperative. The study includes discussion comparing this positive impact on the smaller, local consumer/member-owned Cooperative to the relative impact on Evergy with its approximately 1.66 million meters and meter density of 27.5 meters per mile. The Feasibility Study is attached hereto as **Confidential Appendix I**.

4) Each electric service supplier's operational ability to serve all or portions of the annexed area within three years of the date the annexation becomes effective: Cooperative has sufficient excess capacity on the three-phase double circuit electric feeder that would serve this development in its entirety, today. Cooperative has sufficient Engineering & Operations resources to continue extensions on the site to supply the developer's stated needs throughout the scope of the project, in a timely manner and within three years of the effective date of the annexation. Simply stated, Cooperative has available on a long-term basis all the financial, transmission, generation and other resources needed to serve the electric needs of its current and future member-owners. If Cooperative's Application is approved, the new primary infrastructure that will be

extended into the Prairie Hollow Development for all future structures will be within 1,200 feet of a second Cooperative primary line. This will allow Cooperative the ability to create a loop-tie to this primary line which will increase the reliability of service to the Prairie Hollow Development. Cooperative has a long and consistent record of safely providing electricity to its member-owners in large part due to safety programs designed to protect its employees, its members, and the general public. Cooperative follows design and construction standards that meet or exceed the requirements of the National Electric Safety Code and Rural Utility Service standards. The Cooperative system is designed, constructed, and maintained by professional engineers, highly qualified line workers, and other well-trained and experienced employees and contractors.

5) Avoiding the wasteful duplication of electric facilities: As seen on the maps provided in **Appendix E**, attached hereto, Cooperative has three-phase facilities that are on-site along the south side of the property and therefore closer than the facilities of Evergy, which are located offsite to the north of the development tract. No upgrades are required to Cooperative's facilities in order to serve the Prairie Hollow development. Cooperative providing service to the entire Prairie Hollow development would avoid the wasteful duplication of electric facilities needed by Evergy to extend its lines to reach the development. Furthermore, if Evergy provides service to the Prairie Hollow development, it would result in Prairie Hollow development having Evergy infrastructure serving sites alongside existing Cooperative electric infrastructure already on the property. Avoiding this wasteful duplication situation is beneficial to public safety. Thus, Cooperative providing service to the entire Prairie Hollow development avoids the wasteful duplication of electric facilities and maximizes public safety.

6) Minimizing unnecessary encumbrances on the property and landscape within the area to be annexed: As seen on the maps provided in **Appendix E**, attached hereto, Cooperative has three-phase facilities that are on-site, along the south edge of the property. Therefore, no construction of new distribution facilities would be necessary for Cooperative to serve the development tract versus Evergy which will need to construct new distribution facilities in order to be able to reach the development tract. Cooperative's planned construction of the Prairie Hollow subdivision includes all underground lines so there will be minimal above-ground encumbrances on the area and landscape. This benefits public safety and aesthetics.

7) Preventing the waste of materials and natural resources: Cooperative's planned construction requires no additional line extension to the property or other capacity upgrades in order to serve the Prairie Hollow subdivision. In contrast, if Cooperative is not allowed to serve the subdivision, Evergy will need to extend its line to the property, resulting in a waste of materials and natural resources.

17) Waiver of 60-Day Requirement. To facilitate an expedient implementation of the relief

sought herein, Applicant requests a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017, which states, in relevant part:

Any person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case...

Pursuant to 20 CSR 4240-4.017(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes "a verified declaration from the filing party that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case..." As indicated in the Affidavit executed by the Cooperative's General Manager attached as **Appendix K** to this Application, Cooperative has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days. Accordingly, Cooperative has established good cause for a waiver from the 60-day requirement of 20 CSR 4240-4.017(1).

WHEREFORE, Applicant, respectfully requests that the 60-day notice requirement be waived and the Public Service Commission of Missouri issue its Order finding that the exclusive provision of electric service by Central Missouri Electric Cooperative, Inc. to the subject property is not detrimental to the public interest, allowing Cooperative to serve customers therein.

Respectfully submitted,

/s/Andrew Sporleder

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